

Notice Inviting EOI for selection of Partners for addressing Tender for Development (Creation, Upgradation and Operation & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model-Odisha State

Ref: CORP/MKTG/BharatNet/Odisha/2025/13

Date: 29-09-2025



ITI LIMITED
Corporate Marketing, Corporate Office, Dooravaninagar, Bangalore-560016
CIN No: L32202KA1950GOI000640

Website: www.itiltd.in

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, Data Center, e-Governance etc. ITI LTD has diversified its operation and has been executing projects in the field of Smart Infrastructure, Bharatnet-II & III etc. ITI LTD has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE, Solar, 4G LTE etc.

ITI Limited intends to participate in the Tender for Development (Creation, Upgradation and Operation & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model-Odisha state. This EOI is floated for selection of partner(s) (system integrators), who can work as Lead Bidder along with its consortium partner and Total solution provider for participating in the subject RFP, with ITI. ITI Limited is desirous of bidding for this tender, based on the eligibility criteria defined in the customer RFP

2. Important Dates

Date of EOI Upload	Date:29-09-2025
Due Date for EOI Submission	Date: 06-10-2025 12 PM
Due Date of Bid Opening	Date: 06-10-2025 12.30 PM (Bids will be processed subject to customer tender due date extension.)
ITI LTD Contact Person	Contact details : 1. DGM- MSP KTK & CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: mmurali_crp@itiltd.co.in Mob: 94825 01476 2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : yrsakum_crp@itiltd.co.in Mob: 9535325537
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.ewizard.in/). For submission of online bid and procedure to be followed, visit https://itilimited.ewizard.in/

3. Scope of Work

3.1 ITI intends to participate in the BSNL tender for **Development (Creation, Upgradation and Operation & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model** for the Odisha state.

Table- A

State / Circle	No. of Blocks	No. of GPs			Existing leased RKM from BSNL	Total incremental 24F OFC RKM (Laid) (Kms)	Total incremental 48F OFC RKM (Laid) (Kms)	Estimated RKM to be laid (Kms)	Bid Security (INR cr.)
		GPs for upgradation (i)	GPs for creation (ii)	Total GPs (iii)					
Odisha	314	6,785	13	6,798	5,892	27,794	3,520	34,009	20 Cr

3.2 To implement the middle-mile network for BharatNet program as per Table-A of Section-I consisting of

3.2.1 **Construction:** To build network infrastructure across remaining Gram Panchayat (GP) and Block locations.

3.2.2 **Upgradation:** To upgrade the existing network infrastructure from linear to ring topology across GPs and Block locations.

3.2.3 **Operation and Maintenance:** To operate and maintain the existing and the newly deployed network infrastructure as per the defined SLA.

3.2.4 **Establishment of State NoC:** To establish NoC, to connect the complete network installed or maintained by the PIA for monitoring, supervision and O&M to meet the SLAs

3.2.5 **Network and Service Provisioning:** To enable retail, enterprise and wholesale services as per the requirement of BSNL across the Contract Period.

The detailed scope of work can be downloaded from customer tender document, corrigenda, clarification and addenda from the website etenders.gov.in vide ref:

Tender No. MM/BN&M/BN-III/T-857/2025 Dated 08.09.2025

Website: <https://etenders.gov.in/eprocure/app>

3.3 ITI's would reserve the right to supply all the passive & active equipment as per BSNL Schedule of Requirement of tender at customer final PO value on mutual discussion.

3.4 ITI intends to participate in this subject tender as a Consortium Partner for the Odisha package of BSNL tender. The responsibilities of ITI and the selected partners will be defined before the bid submission to BSNL.

3.5 As per BSNL's ABP PIA tender (T-791) dated 15.02.2024, the packages have been classified in two major categories i.e. Category-1 (Package No.1 to 8) & Category-2 (Package No. 9 to 16). Category-1 packages are further divided in to two sub-categories i.e. Category- 1A (Package No. 1 to 4) and Category-1B (Packages No. 5 to 8). BSNL has floated the tender for state of Odisha.

It may please be noted that ITI Limited has received orders for three packages vide BSNL's ABP PIA tender (T-791) dated 15.02.2024

- 3.6 Any bidder if they are eligible and interested in bidding with ITI should be on **exclusive basis**. **Such bidders shall agree to offer project consultancy charges of minimum 5% or above on Customer's final PO value, out of which 1% will be paid to ITI on receipt of Advance from BSNL, remaining % will be paid to ITI as a milestone payment as and when received from BSNL through Escrow account, will only be eligible for consideration for taking part in the subject EOI. The offered margin may have to be improved on mutual discussion prior to bid submission.**

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
A.	<p>The Bidder or each of the Consortium members should be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 3 years of operations in India as on Bid submission Date.</p> <ul style="list-style-type: none"> Consortium of only 2 members including lead bidder is allowed. In case of consortium, Joint Bidding Agreement on Rs.100 Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name & Ref, Consortium member roles & responsibilities of each of the Consortium members) 	<p>Following documents in respect of sole Bidder shall be submitted:</p> <p>(a) Copy of Certification of Incorporation</p> <p>(b) Memorandum of Association (MoA) and Articles of Association (AoA)</p> <p>(c) Copy of PAN card</p> <p>(d) Copy of GST Registration</p> <p>(e) Company Profile</p> <p>(f) Joint Bidding agreement as per Annexure VIII, in case bid is submitted as consortium</p>
B.	<p><u>Turnover</u></p> <p>Bidder (Sole Bidder/ each member of the Consortium) should have a minimum average annual turnover as per following table (B.1) for last 3 financial years.</p> <p>Bidder is allowed to participate as sole bidder or as consortium of two members.</p> <p>Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria</p>	<p>Audited financial statements for the last three financial years (2021-22, 2022-23 & 2023-24 or 2022-23, 2023-24 & 2024-25) from the Statutory Auditor. Unaudited statement if certified by the Statutory Auditor for the year 2024-25 shall also be accepted.</p> <p>Certificate from Statutory Auditor/ Chartered Accountant (CA) clearly stating the annual turnover of the bidder.</p>

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
B.1	Turnover Requirement of Bidders (Rs in Cr)	
	In case bidder is interested to participate as a sole bidder	Turnover required
	Sole Bidder	567.5
	In case bidder is interested to participate as a consortium	
	Lead Bidder of Consortium	454
	Consortium Partner	100
	Note : The turnover being considered above will be the available turnover (Financial Capacity as per BSNL tender financial capacity calculation) after consumption in previous BSNL tender T-791 if applicable	
C.	<p><u>Networth</u></p> <ul style="list-style-type: none">Bidder (Sole bidder or all members of the consortium together) should have minimum average 100 Crs net worth for last three financial years (2021-22, 2022-23 & 2023-24 or 2022-23, 2023-24 & 2024-25)For the purposes of this EOI, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. <p>Note: * Bidder’s Parent/group company network will not be considered in network criteria</p>	<p>Certificate from Statutory Auditor/ Chartered Accountant (CA) clearly stating the Net worth of the Bidder.</p> <p>Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, annual turnover of the Bidder for last 3 years as at the close of preceding financial year and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause.</p>
D.	<p>Experience:</p> <p>The bidder (sole bidder/ consortium) should have executed following projects in the last 10 years within India.</p> <p>i) For Optical Fibre: The bidder should have executed EPC OFC Network Construction</p>	<p>Supporting documents to be provided for clause 4(i) D</p> <p>(i) Experience/ Work Completion Certificate issued & signed by the PO issuing authority</p>

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>project consisting of 24 or more core Under Ground OFC in the last 10 years within India, for at least- 4000 Kms.</p> <p>The EPC OFC Construction project execution shall consist of Supply and Construction of OFC Network.</p> <p>OR</p> <p>ii) The bidder should have executed EPC experience in Construction project such as OPGW, ADSS, Gas, Water, electric for EPC model) in the last 10 years within India, for at least- 4000 Kms and minimum experience in Overhead/Underground OFC EPC construction of at least 2000 Kms .</p> <p>OR</p> <p>iii) Satisfactorily completed the O&M of any OFC network of 24 or more Core Under Ground OFC [upto 40% of the O&M requirement can also be met through O&M of 24 or more core Aerial Fiber Cables (deployed in BharatNet by BBNL or state SPV)/ ADSS/ OPGW OFC for the number of ‘Year Kms’ (for the network for which O&M has been done for at least one year) at least equal to No. of Kms, as required for EPC Network Construction capability</p> <p>Year Kms: If O&M of “X” Kms of OFC has been done for “N” years ($N \geq 1$), then ‘Year Kms’= ”X multiplied by N”.</p> <p>OR</p> <p>iv) Experience in having successfully completed or substantially completing civil construction works of highway/road and/or bridge works/buildings/tunnel/metro constructions/ any</p>	<p>(ii) Client contact details i.e., name of contact persons, postal address, official email, tel.</p> <p>(iii) Work Experience Details as per Annexure IV & IVA</p> <p>(iv) In case of substantially completed works, client certificate regarding the status of completion or payment proof upto 90% of work completion to be submitted along with the EOI bid proposal</p> <p>The purchase Orders & Completion certificates meeting the total project value requirement with the relevant scope of work clearly mentioned. All bidders are requested to submit the customer credentials with clear compliance to eligibility criteria as per EOI requirement.</p> <p>Non submission/missing of any of above documents will lead to non-consideration of the experience credentials</p> <p>In case of experience executed by Joint venture, the portion of work executed by the bidder need to be clearly highlighted in the customer credentials, which only will be considered for evaluation</p> <p>Bidder has to follow the timelines with respect to clarifications sought if any.</p>

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>other construction for at least Rs. 400 Crs and minimum experience in Overhead/Underground OFC construction of at least 2000 Kms .</p> <p>(v) Experience of Active Nodes</p> <p>The bidder should have experience of having executed installation and commissioning of Telecom Equipment, satisfactorily in the last 10 years within India, consisting of at least 300 active nodes.</p> <ul style="list-style-type: none"> • The active nodes to be considered for this criterion can be Routers, Layer-3 Switches, BNGs, PTNs/CPANs, DWDM, OLTs of 16 or more ports, enode-B, BTS and OTN. <p>Note:</p> <ul style="list-style-type: none"> • In case of Consortium, members of the Consortium, should meet the Technical Capability requirements either on their own or jointly with other consortium member. The above experience conditions can be met either through single project or multiple projects executed during last 10 years. • The technical experience of running projects/ partly completed projects shall also be considered if routes/ links are successfully completed end-to-end in such partly completed project. 	
E	<p>Bidder to bring a Router OEM who meets the following eligibility</p> <ul style="list-style-type: none"> • The offered Make-Model for Block Router and GP Routers can be from same OEM or different OEM. However, the same or its earlier version should have been supplied for minimum 30% of required quantities for the package, subject to maximum 2000. • In case of Class-I & Class-II local suppliers (as per prevalent DPIIT, GoI guidelines mentioned in Clause-2.10 of Section-IV-A), the offered Make-Model for Block Router 	<ul style="list-style-type: none"> • The bidder is required to submit an undertaking that the required documents/credentials(Work Completion Certificate & Purchase Order issued & signed by the PO issuing authority) will be submitted before the customer tender submission, as part of its bid

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>and GP Routers or its earlier version should have been supplied for minimum 10% of required quantities for the package subject to maximum 600</p> <ul style="list-style-type: none"> In case of imported products, OEM should have a registered office and Service Support Centre in India to provide after sales service support in India. Routers and RFMS, to be supplied under this tender, should comply “Trusted Products” before delivery. 	<ul style="list-style-type: none"> Undertaking regarding trusted products Undertaking in case of imported products
F	Bidder shall submit a list of Key technical personnel with the required domain experience.	Key technical Manpower details to be provided
G	The Sole Bidder or any of the Consortium members should not be blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.	An undertaking signed by CEO/ Country Head/ Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and duly attested by notary public as per Annexure-I Appendix II
H	Any bidder/all consortium members from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance.	The bidders shall submit an undertaking in this regard as per Annexure-I Appendix III
I	The Mandatory Testing and Certification of Telecom Equipment (MTCTE) guidelines require that every telecom equipment must undergo mandatory testing and certification prior to sale, import of use in India. The supplied products under this project shall meet the extant guidelines on MTCTE issued by TEC from time to time for various telecom equipment.	<p>Submission of proof for registration in Trusted telecom portal</p> <p>The bidders shall submit an undertaking in this regard</p>
J	The Bidder should submit valid letter from the OEM against the proposed products confirming the following:	Undertaking to submit MAF and other related documents from different OEMs as per customer tender, at the time of customer

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>OEM shall ensure that all equipment/ components/ sub- components being supplied by them shall be supported for entire contract period. If the same is de-supported by the OEM for any reason whatsoever, the bidder shall replace it with an equivalent or better substitute without any additional cost to BSNL and without impacting the performance of the solution in any manner whatsoever. In case replacement with a product from an OEM other than the OEMs proposed by bidder in their bid, prior approval of BSNL will be required.</p> <p>The Bidder should submit valid Manufacturer Authorization Form (MAF) from at least one (01) OEM or up to maximum four (04) OEMs for each passive component (all types of OFC Cables, Duct, Joint Closures (SJC & BJC), FDMS & FTB) and up to maximum four (04) OEMs for each active component (Routers, RFMS, UPS & Racks). Copy of Technical Specification Evaluation Certificate (TSEC), from each OEM of Active and Passive components, shall be enclosed with the bid. TSEC issued against earlier tender (s) of BSNL/BBNL/MTNL/State Government/ Central Government /BharatNet Projects BSNL QA registered QF-103 or Form B issued by TEC for the quoted products shall also be acceptable for eligibility to submit the Bid only. {Bidders may refer the amended QA & testing clause (Amendment#9) for further details} In order to meet the delivery timelines, the successful bidder can procure and supply the material from one or more quoted OEMs in any combination.</p>	<p>tender bid submission, need to be submitted along with the EOI bid proposal</p> <p>OEM MAFs to be submitted at the time of customer bid submission</p>
K	<p>The Public Procurement (Preference to Make in India) (PPP-MII) guidelines, issued vide No. P-45021/2/2017-PP (B.E.-II)-Part IV (Vol-II) dated 19.07.2024 and DoT Gazette Notification dated 21.10.2024, along with</p>	<p>1. Documents to be submitted at the time of ITI EOI bid submission</p> <ul style="list-style-type: none"> Undertaking to submit the Form-1 & Auditors certificate as per customer tender requirement, at the time of customer bid submission, need to be submitted along with the EOI bid proposal

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>subsequent amendments, if any, shall be applicable to this tender.</p> <p>Class-I & Class-II local and non-local bidders shall be eligible to participate in the tender.</p> <p>However, Preference shall be given to Class-I bidders as defined in the Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time.</p> <p>The bidder must source notified items mandatorily from Class-I local suppliers. The overall local content of bid shall be calculated as per Clause 2(e) of the DPIIT PPP-MII order, which states: "For contracts involving the supply of multiple items, the weighted average of all items shall be taken while calculating the local content</p>	<ul style="list-style-type: none"> Undertaking that the bidder will source notified items mandatorily from Class-I local suppliers <p>2.At the time of customer tender:</p> <ul style="list-style-type: none"> The bidder shall submit Form-1(as per Annexure-VIII) for overall local content of the total bid package, along with declaration specifying the local content of individual SOR items, failing which the bid is liable to be rejected. The declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the bidder is a company and by a practicing cost accountant or a chartered accountant for bidders other than companies.
L	If a bidder/consortium member has been declared as non-performer in any USOF project(s) such as BharatNet Project and 4G saturation project, on the bid submission date, such bidder shall stand not eligible to submit the bid for this tender.	A Self-declaration for not being declared as non-performer in any USOF project(s), as per the clause.
M	An ISP/TSP license holder for Odisha LSA shall be ineligible to participate in the package comprising of that LSA.	The bidder and consortium partners (if any) shall submit an undertaking along with the bid
N	Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder.	Write-up on Project Implementation Plan and capability (technical and financial) on how the customer tender requirement implementation and will be executed by the bidder to be submitted along with the bid.
O	Bidder should submit the self-certificate with proper contact detail of customers (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official	Self-certificate with proper contact detail of customers to be provided

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>mail id etc.) for the experience proof submitted along with PO reference and value of the project. The same should be issued by authorized signatory of bidder.</p> <p>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited. The experience details to be filled as per Annexure – IV</p>	

4(ii) Checklist of documents/information to be submitted by bidder	
a.	Undertaking regarding unconditional acceptance of bidders to offer project consultancy charges of minimum 5% or above on Customer's final PO value, out of which 1% will be paid to ITI on receipt of Advance from BSNL, remaining offered % will be paid to ITI as a milestone payment as and when received from BSNL through Escrow account, will only be eligible for consideration for taking part in the subject EOI. The offered margin may have to be improved on mutual discussion prior to bid submission.
b.	Supporting documents to be provided as per clause 4(i)
c.	Quality Certificate – ISO 9001:2015 / ISO 27001:2013 /ISO 20000 for Information Security Management System
d.	CIN (Corporate Identity Number), if applicable
e.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution
f.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
f.1	Undertakings (in Company letter head) for all the annexures as per Annexure I Note: In case of consortium, all undertakings and annexures to be given separately by each of the consortium partner in their company letter head.
f.2	Undertaking for acceptance of terms and conditions as per Annexure I -Appendix I
f.3	Annexure-I Appendix II Not blacklisted undertaking
f.4	Annexure-I Appendix III Undertaking regarding No Land border
g.	Bidders Details as per Annexure II
h.	Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.
i	Annexure-IV Work Experience Details
j.	Pre-Contract Integrity Pact as per Annexure-V

k	Declaration of Relation in ITI As Per Annexure VI
l	Self-declaration regarding Local Content (LC) for Telecom Product as Per Annexure VII
m	Joint Bidding Agreement as Per Annexure VIII
n	In case the participating partner has executed any work/project with/for ITI in last 5 years, a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project as a mandatory eligibility criterion for selection in the EOI
o	In case the end customer requires an AMC followed by the project execution, AMC charges will be quoted by partner as optional item and ITI reserves the right to either award AMC to a partner or float a separate RFP at end of project completion, which will be abide by partner/bidder. Undertaking for compliance of the same to be submitted along with the bid
p	All the equipment installed while execution of the project should be TEC approved or have a valid TSEC clearance/certificate of such equipment to be taken before deployment in the customer premises. Undertaking for the same to be submitted along with the bid

4(iii). General Terms & Conditions

General	Please provide compliance for the following clauses	Compliance Yes/No
1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.	
2	ITI LTD may undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc, if required on mutual discussion.	
3	The Bidder agrees that he/she has read the BSNL (DBOM) Tender document issued by BSNL for Selection of Project Implementation Agency (PIA) for Development (Creation, Upgradation and Operation & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model clauses fully and abide by all the requirements with respect technical specifications, deliveries, quality, scope of work, payment terms time line etc., including the scope of work during warranty and maintenance phases.	
4	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
5	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
6	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
7	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project	
8	Bidder must arrange to submit the MAF and must work on exclusive basis with ITI LTD	

9	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	
10	<p>Earnest Money Deposit (EMD) :</p> <p>The Bidder (sole bidder/lead bidder of consortium) shall furnish EMD of Rs.20 Crores, Tender fee of Rs. 11,800 as per Customer tender requirement, at the time of customer tender submission.</p> <p>Undertaking regarding the same need to be submitted along with the EOI bid proposal</p>	
11	PBG: The selected bidder has to provide PBG of 5% of the total order value or as per customer RFP, whichever is higher to customer	
12	<p>Delivery Schedule:</p> <ul style="list-style-type: none"> • Delivery Schedule as per the end customer Tender/ PO (proportionate to the scope of work) • Period of execution shall be in line with the end customer • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer. 	
13	<p>LD Clause:</p> <p>Any Liquidated Damage (LD) imposed by BSNL for delayed deliveries or services as per the terms and conditions of BSNL's tender, will be to the partner in proportion of their responsibility and cause of LD. An appropriate mechanism and frame work shall however be decided before taking up the roll out so as to decide the clear line of responsibility in cases of overlapping responsibilities</p>	
14	Payment Terms: Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis .	

5. Special Conditions of EOI:

- The selected SI, who has partnered with ITI for this tender shall not partner with any other bidder. Also the bidder is not allowed to independently bid for this tender, in which ITI is addressing.
- The partner should be agreeable to furnish EMD, PBG and ABG as a lead bidder as per the BSNL DBOM Tender.
- The Bidder agrees that he/she has read the BSNL DBOM Tender document issued by BSNL for Development (Creation, Upgradation and Operation & Maintenance) of Middle mile network of Bharat Net on Design Build Operate and Maintain (DBOM) Model clauses fully and abide by all the requirements with respect technical specifications, deliveries, quality, scope of work, payment terms time line etc., including the scope of work during warranty and maintenance phases.
- The detailed Bill of Material(BoM) of Turn Key Project is as per the customer RFP (refer pg No. 278-280 Section-V: Schedule of Requirement (SOR) of the customer RFP)

- e The SI will be required to quote during the bidding process 4 MAF partners for each item with ITI as one of the MAF partner if ITI products meets the technical specification of the customer tender.
- f ITI is eligible for the additional payment towards the respective scope of work being undertaken during the course of project execution.
- g Partner selection and evaluation will be based on bidders technical and financial strength to be decided solely by ITI based on the bid submitted and technical presentation if required by ITI.
- h Responsibility matrix regarding commercial and work execution will be decided at the time of bid submission to BSNL

6. Evaluation:

- a The process of evaluation will be as below:
 - 6.a.1. As the first stage of evaluation, bidders who **agree** to offer project consultancy charges of minimum 5% or above on Customer's final PO value, out of which 1% will be paid to ITI on receipt of Advance from BSNL, remaining offered % will be paid to ITI as a milestone payment as and when received from BSNL through Escrow account, only be considered for further evaluation of the bid.. The offered margin may have to be improved on mutual discussion prior to bid submission.
 - 6.a.2. All the bids will be scrutinized for pre-qualification eligibility for technical and financial capabilities, undertakings and compliance to EOI terms and conditions. The PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients.
 - 6.a.3. The documentary proof of technical and financial eligibility documents will be analyzed and considered for the marking system and genuineness is verified.
 - 6.a.4. Bidder will be selected based on the technical and financial eligibility requirement
 - 6.a.5. The marking system of the **Technical & financial capacity criteria of the bidder** will be as follows:

Grading System for valuation of Technical & financial capacity criteria of the bidder			
Sl. No.	Technical & Financial Capacity of the consortium	Maximum Marks allocated	Scoring basis
1	Technical Capability(Sole bidder/Consortium)		
1.1	EPC Construction/OFC O&M/ Construction Experience as per clause 4(i) D (any from (i) (ii) (iii)(iv) Note: For clause 4(i) D(iii), O&M of any OFC network of 24 or more Core Under Ground OFC, the evaluation will be based on O&M of OFC KMS instead of RKMs	25 Marks	2000 to 3000 Kms = 10 marks >3000 to 4000Kms = 15marks >4000 to 6000 Kms = 20 marks >6000 km = 25 marks
1.2	Additional marks for projects having done both OFC EPC Construction & OFC O&M	10 Marks	= > 2000 KMS =10 Marks
1.3	Experience of Active Node deployment as per clause 4(i) D(v)	10 Marks	300 to 400 =5 marks >400 to 500 = 8 marks, >500 = 10 marks
1.4	Project experience in EPC Construction/OFC O&M/ Construction Experience as per clause 4(i) D (any from (i) (ii) (iii)(iv) for values above 400 Crs	15 Marks	1 project: 5 marks 2 projects: 10 marks More than 2 projects: 15 marks
1.5	Project Implementation Plan & Presentation	10 Marks	Approach, methodology, implementation plan and execution capacity
2	Financial Capacity Criteria [Sole bidder/Lead Bidder of the Consortium] supported with CA Certificate		

2.1	Average Turn over for last three financial years	10 Marks	565.5 to 1000 Crs : 5 marks >1000 to 1700 Crs : 8 Marks >1700 Crs : 10 Marks
2.2	Networth as on 31.03.2025	10 Marks	100 to 150 Cr= 5 marks >150 Crs = 10 marks
2.3	Current Ratio [Current Assets / Current Liabilities] [Average of Last 3 FY]. Standard score of ratio is 1.2:1 or above	5 Marks	1.2:1 to 1.5:1 =2. 5 Marks >1.5:1 =5 marks
2.4	Debt Service Coverage Ratio [DSCR]: EBITDA/(Interest on debt+ Repayment of principal amount of debt) wherein EBITDA means Earnings before Interest, Taxes, Depreciation and Amortization. [Average of Last 3 FY]. Standard score of ratio is 1.5:1 or above	5 Marks	1.5 to 3 =2. 5 Marks >3 =5 marks
	Total Marks (TFs total)	100 Marks	

- 6.a.6. Scores for Current ratio and Debt Service Coverage Ratio will be calculated as per the description mentioned in the table above.
- 6.a.7. Based on the Technical & financial capacity of the bidder, the evaluation of bids will be done amongst the pre-qualified bidders.
- 6.a.8. The bidders are ranked and the bidder with highest score will be selected for further process
- 6.a.9. In case the selected bidder having the highest score is backing out/refuses for any reason, then ITI is having the right to select the next highest bidder and so on to address the subject tender.
- 6.a.10. Bidder with maximum score (**TFs total**) will be selected for the addressing of tender
- 6.a.11. In case of tie in the scoring between bidders, the lead bidder having higher turnover will be selected for addressing the customer tender.

7. Note:

- a. The Bidding (For Technical & Financial Part (as and when asked) of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>. **In case of consortium, the bid should be submitted by the lead member of the consortium in the e-procurement portal.**
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI's Tender document can be downloaded from ITI web site www.itilttd.in or CPP portal <https://eprocure.gov.in/cppp/> . For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>) .When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from DGM- MSP KTK & CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: mmurali_crp@itilttd.co.in, vrsakum_crp@itilttd.co.in Mob: 94825 01476, 9535325537
- e. Technical bids will be opened at **12.30 PM on 06-10-2025**
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid for the customer tender will be mutually discussed and agreed to arrive at the winning value at the time of submission of bid.
- h. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- i. Conditional offers are liable for rejection.
- j. Consortium of maximum 2 members including lead bidder is allowed.
- k. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- l. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- m. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.

- n. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- o. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- p. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- q. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- r. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- s. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- t. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- u. This EOI will be available on Govt CPPP & ITI Ltd website: “<http://www.itiltld.in/> ” under its Tender Section.

8. Other Terms and conditions:

I. Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the customer to the bidder, in connection with the customer PO, whether such information has been furnished before, during or following completion or termination of the customer PO are confidential.

If advised by the Customer, all copies of such information in original shall be returned on completion of the bidder's performance and obligations under this customer PO.

II. Transparency

All customers are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for

completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, and equal opportunities in processes.

III. Indemnity: Bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services shall be borne by the bidder

IV. Arbitration:

In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.

- The award of the arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- Work under the contract shall be continued during the arbitration proceedings.
- Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
- The arbitration location will be at Bengaluru

V. Set Off: Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the customer or any other person contracting through the ITI LTD and set off the same against any claim of the customer for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.

VI. The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding **Process and clarifications, if any with the DGM- MSP KTK & CM.**

VII. Intellectual Property Rights:

- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidder under this customer PO shall become and remain the property of the customer and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the customer's prior written consent.

- The bidder shall, not later than upon termination or expiration of this customer PO, deliver all such documents and software to the customer, together with a detailed inventory thereof.
- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

VIII. Language of offers: The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

IX. PROGRESS REPORT:

Selected partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.

X. TERMINATION FOR DEFAULT:

Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.

- If the bidder fails to perform any obligation(s) under the Contract
- If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD
- If selected bidder fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.

The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.

XI. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

XII. TERMINATION FOR INSOLVENCY:

ITI LTD may at any time terminate the contract by giving written notice to the bidder, without compensation if the bidder becomes unwilling, bankrupt or otherwise insolvent

XIII. ITI's Right to accept any bid and to reject any or All Bids or to cancel the EOI: ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.

XIV. Amendment of EOI: At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

XV. Disclaimer: ITI LTD and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI LTD and/or any of its officers, employees.

XVI. All other terms and conditions is as per customer RFP.

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following

1. to work exclusively with ITI complying to the EOI and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD consortium winning the contract.
2. To submit Earnest Money Deposit (EMD), Tender fee as per tender required, while submitting the customer tender. PBG as per customer tender to be borne by the selected bidder at the time of placement of order as per customer tender and its amendments/corrigendum/ clarification.
3. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
4. To submit OEM MAF and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
5. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
6. The Bidder to bring OEMs for different equipment who meets the OEM eligibility criteria as per customer RFP/tender requirement.
7. to comply with all the end customer EOI/tender requirements including technical specifications
8. To get required certificate& support (warranty & post-warranty/maintenance) from the OEM as per customer tender requirement.
9. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.
10. Should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.

11. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
12. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
13. To obtain relevant statutory licenses/certifications for operational activities at own cost.
14. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
15. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
16. To support the offered equipment for the period including warranty and AMC as per customer tender conditions.
17. To supply equipment/components which conform to the latest year of manufacture.
18. Certify that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.
19. We declare that the information and documents submitted along with the EOI/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
20. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.
21. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

(Signature and Stamp of the Bidder)

(To be submitted by each member of consortium on letter head)

Annexure-I
Appendix II

Place:

Date:

To,
ITI Limited

Ref: ITI EOI Ref: CORP/MKTG/BharatNet/Odisha/2025/12

Subject: Declaration Letter for Non-Blacklisting of the Bidder.

Sir/Madam

We, the undersigned, hereby declare that we are not blacklisted/ debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021, as on Bid submission date.

Name of the person:

Designation:

Name of the Respondent:

Address of the Respondent:

Company seal:

Annexure-I
Appendix III

Undertaking regarding No Land border Sharing (To be in Bidder's Letter Head)
(To be submitted by each member of consortium)

(On Company's Letter Head) Reference 1:

EOI Ref

Reference 2: Department of Expenditure Office Memorandums (OMs) No 7/10/2021-PPD(1) Dated 23.02.2023. I,.....incapacity of authorized signatory of M/s.....having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard.

(Name of the authorised signatory)

Signature

Designation in Company Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

Bidders Profile (To be submitted by each member of consortium)

1.	Name and address of the company				
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)				
3.	Area of business				
4.	Date of Incorporation				
5.	Annual Turnover for last 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24	2024-25
6.	Networth for last 3 financial years (Rs in Cr) (2023-24 OR 2024-25)				
7.	GST Registration number				
8.	PAN Number				
9.	CIN Number, if applicable				
10.	Number of technical manpower in company's rolls				
11.	Details of Bharatnet packages awarded against BSNL Tender T-791 if applicable				

(Signature and Stamp of the Bidder)

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference
1.				
2.				
3.				
4.				
5.				

Note: Bidders are requested to comply every clause as per EOI, Corrigendum, Addenda which is published along with the EOI. The relevant supporting documents need to be referred with respective clauses mentioned.

(Signature and Stamp of the Bidder)

Work Experience Details – project wise (To be submitted by each member of consortium)

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Entity for which the project was undertaken (Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement of the project	
6	Role of bidder	
7	Brief Description of the project	
8	Completion Date	

(Signature and Stamp of the Bidder)

Annexure –IV A

Work Experience Details – project wise

Details of Project experience executed by

[illegible]

(Signature and Stamp of the Bidder)

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ EOI Documents. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

EOI No.....

This Integrity Pact is made onday of 2025

BETWEEN:

ITI Limited,having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART
AND

M/s represented byChief Executive Officer (hereinafter called the bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for (name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the EOI process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the EOI Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the EOI for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the EOI process and during the execution of the contract.
 - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
 - b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or

pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during EOI process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the EOI process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future EOI/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the EOI process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the EOI process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-empaneled partner(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empaneled partners / associates.

6.3 The Principal will disqualify from the EOI process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/ sub-empaneled partner/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by ITI are as under:

IEM - I

Shri Atul Jindal, IFS (Retd.):
3/10 Vishesh Khand, Opp. Little Friend School, Gomti Nagar,
Lucknow-226010 (UP)

IEM - II

Shri Benny John, IRS (Retd.):
Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala – 682 030.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the

Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within to weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Witness

1.

2.

Name Designation

1.

2.

DECLARATION OF No RELATION IN ITI

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder & consortium member failing which the offer of Bidder is liable to be summarily rejected)

To,

ITI Limited,
ITI Bhawan, Doorvani Nagar,
Bangalore: 560016

Dear Sir,

Sub: Declaration for relation in ITI

Subject: EoI - _____

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in ITI

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in ITI

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in ITI and their particulars are as below:

(i)

(ii)

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary. If ITI Management comes to know at a later date that the information furnished by the Bidder is false, ITI reserves the right to take suitable action against the Bidder/Contractor.

Self-declaration regarding Local Content (LC) for Telecom Product

FORM-1

Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works to be submitted on non-judicial stamp paper of the value Rs. 100/-

Date:

I _____ S/o, D/o, W/o, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: _____ dated _____

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, **I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.**

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

- i) Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Telecom Product/Services/Works for which the certificate is produced
- iv) Procuring agency to whom the certificate is furnished
- v) Percentage of LC claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product

- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the Telecom product/Services/Works
- xii) List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.
- xiii) List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

- a) Imported items sourced locally from resellers/distributors.
- b) The license fees / royalties paid/ technical charges paid out of India
- c) Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPP-MII Notification dated _____

I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

Signature:

Name:

Designation:

Address:

Email Address:

Mobile No.:

Place:

Date:

Joint Bidding Agreement*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...
AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**First Part**”, which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

- (A) ITI Limited having its corporate office at Registered & Corporate Office, ITI Limited, Doorvani Nagar, Bangalore 560016 represented by it's CMD (hereinafter referred to as the “ITI” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**) by its EOI No.dated..... for BSNL Request for Proposal No. dated (the “**RFP**”) for selection of Bidder for Development (Creation, Upgradation and Operation & Maintenance) of BharatNet through Design, Build, Operate and Maintain (DBOM) Model in the Licensed Service Area of ODHISHA on Design, Build, Operate and Maintain (DBOM) Model (the “Package”).
- (B) The Parties are interested in jointly bidding for the package as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the package, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the package.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this package, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the package, the Lead Member shall enter into a Contract Agreement with the BSNL

and for performing all its obligations as the PIA in terms of the Contract Agreement for the package.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry of the Defects Liability Period under and in accordance with the Contract Agreement;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;
- (c) Party of the Third Part shall be {the Technical Member of the Consortium;

5. Joint and Several Liability

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the package and in accordance with the terms of the RFP and the Contract Agreement.

5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the BSNL shall be entitled to rely upon any such action, decision or communication of the Lead Member. The BSNL shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or

mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of the Defects Liability Period under the Contract Agreement, in case the package is awarded to the Consortium. However, in case the Consortium is either not qualified for the package or does not get selected for award of the package, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the BSNL to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the BSNL

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.